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THE NATURE AND DYNAMICS OF TEACHER ORGANIZATION-SCHOOL ADMINISTRATION NEGOTIATING ACTIVITIES AND THEIR IMPACT ON SCHOOL ADMINISTRATION.

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SEVENTY PERCENT RESPONSE TO A SURVEY OF THE NATION'S 6,000 LARGEST SCHOOL SYSTEMS (1963-64 ENROLLMENT OF 1,200 OR MORE) INDICATED THAT 45 PERCENT OF THE DISTRICTS ACKNOWLEDGED A FORMAL RELATIONSHIP BETWEEN TEACHER ORGANIZATION AND SCHOOL ADMINISTRATION, WITH GUIDELINES ESTABLISHED FOR NEGOTIATIONS REGARDING SALARIES AND WORKING CONDITIONS. BOTH NEA AND AFT REGARD COMMITMENT TO MUTUAL AGREEMENT AS A CRUCIAL FACTOR IN A NEGOTIATING RELATIONSHIP. OF 419 WRITTEN POLICY AGREEMENTS ANALYZED, ONLY 36 (8.5 PERCENT) WERE JOINTLY SIGNED. THE REMAINING 383 WERE PRODUCTS OF UNILATERAL BOARD POLICY. SUBJECTS FOR NEGOTIATION HAVE INCLUDED CURRICULUMS, METHODS OF INSTRUCTION, SCHOOL CALENDAR, INSURANCE, DISMISSAL OF CLASSES, AND RELATED NONSALARY ISSUES. COMMUNITY FINANCIAL SUPPORT OF EDUCATION, BUDGETING ALLOTMENT PRIORITIES, ACADEMIC TRAINING AS A DETERMINANT FOR TEACHER-ADVANCEMENT, AND ROTATION OF TEACHING WITH NONTEACHING ASSIGNMENTS HAVE BEEN SPECIAL AREAS OF CONFLICT. WHILE THE TEACHER STRIKE IS CURRENTLY REGARDED AS A UNILATERAL IMPASSE RESOLUTION PROCEDURE, COLLECTIVE BARGAINING IS RAPIDLY BECOMING A SYSTEM OF BILATERAL NEGOTIATIONS BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS. THE AFT, CENTERING ITS ORGANIZATIONAL WORK IN A NUMBER OF THE NATION'S LARGEST CITIES, IS MORE INCLINED TO CONSIDER CONFLICT IN THE SCHOOL SYSTEM INEVITABLE THAN IS THE NEA. THE COMPLETE DOCUMENT, OF WHICH THIS IS CHAPTER 3, "COLLECTIVE NEGOTIATIONS AND EDUCATIONAL ADMINISTRATION," IS AVAILABLE FROM THE UNIVERSITY COUNCIL FOR EDUCATIONAL ADMINISTRATION, 65 SOUTH OVAL DRIVE, COLUMBUS, OHIO 43210, AND FROM DR. ROY B. ALLEN, COLLEGE OF EDUCATION, UNIVERSITY OF ARKANSAS 72701, FOR $2.50. (JK)

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CHAPTER 3

THE NATURE AND DYNAMICS OF TEACHER ORGANIZATION-SCHOOL ADMINISTRATION NEGOTIATING ACTIVITIES AND THEIR IMPACT ON SCHOOL ADMINISTRATION

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The major organizations representing teachers are doing quite well. The National Education Association has great strength in all areas of the country outside of the very largest cities; over 90 per cent of the nation's nearly 1,700,000 public school teachers are enrolled either directly in the NEA or in state or local affiliates thereof. The American Federation of Teachers has been gaining ground rapidly, and it is impressive to note that it now holds exclusive representation rights for teachers in New York, Philadelphia, Detroit, Cleveland, Boston, and Chicago. AFT membership presently stands at around 120,000. The NEA, as a result of its very large membership base, has, and will continue to have, plenty of money. The Industrial Union Department of the AFL-CIO has provided significant financial support to the AFT for organizing over the last several years, and AFT ties to the IUD would seem to be closer than ever before. The Union itself is just completing a successful campaign to sell $200,000 of debentures to its own members to underwrite organization efforts.

What information do we have available on the scope and nature of teacher organization activities across the U.S.? In an attempt to provide some data on relationships between teacher organizations and school managements at

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the local level, we recently undertook a survey of the 6,000 largest school systems in the United States or all those with a 1963-64 school year enrollment of 1,200 or more.[1] We enjoyed a response of over 70 per cent with non-respondents heavily concentrated in the South and in smaller districts. Affiliates of the NEA or state education associations were reported in 87 per cent of the districts responding, while locals of the AFT were active in 380 or 8.8 per cent of the total. The NEA and state affiliates are well represented in school systems of all sizes, while the dominant strength of the AFT clearly lies in the larger school districts. Considering geographic strength, the NEA was reported as having 80 per cent representation in all of the major geographic census areas while the AFT was strongest in the New England, Great Lakes, and Pacific states areas.

As part of the questionnaire employed in this survey, we defined a limited number of relationship forms under which most types of school board-school administration/teacher organization interactions could be included. Of the four models we included in our questionnaire, two represented relatively informal or non-bargaining types of interaction (i.e., e.g., "testimony" of the teacher organization at a regular board meeting, or "consultation" with a superintendent), while the other two denoted more formal or "true" negotiation types of relationships. In each of these two categories (the informal and formal) a distinction was made between those relationships in which the superintendent was the agent with whom the teacher organization dealt, and those situations in which the organization interacted directly with the board of education.

Over 90 per cent of our respondents indicated that one or more of the predetermined relationship forms was applicable to their district.

The more important "formal" relationships were defined in the questionnaire in part as follows:

> Superintendent "negotiations": meetings between the superintendent or his representative and the teacher organization for the express purpose of developing mutually acceptable proposals on salaries and/or working conditions for submission to the board.

Board "negotiations": meetings between representatives of the teacher organization and the board, or a committee including at least some board members from the outset of negotiations for the express purpose of developing mutually acceptable policies on salaries and/or working conditions.

"Formal" relationships as we defined them in the questionnaire were reported by approximately 45 per cent of those districts which indicated that one of the predetermined relationship forms was applicable. Affiliated education associations were reported to have "formal" relationships in 1,661 of the districts, while AFT locals were reported as being engaged in such activity in 127 systems. Relative to the AFT, the strength of the NEA in terms of formal relationships lies heavily in smaller districts. Nearly 75 per cent of the formal relationships of affiliated education associations were reported from the two smallest size strata (out of a total of seven) in our survey. The AFT's proportionately greater strength in larger districts reduces significantly the differential between the two organizations in numbers of teachers represented in formal relationships. Moreover, election victories by AFT locals in several large cities (most notably, Philadelphia, Cleveland, Boston, and Chicago) since the completion of our survey have significantly further increased the AFT's relative strength in larger districts.

As is often the case when realignment of power relationships and organization structure accompany the advent of collective bargaining anywhere, one finds in education current preoccupation with procedure and more than a little confusion and uncertainty on the management side as to the roles to be played in the new process by the board and the superintendent. However, despite frequently expressed and strong feeling within the profession that the adversary role in the negotiation relationship should not be assumed by the superintendent, our survey results indicated that in better than 75 per cent of the formal relationships, the superintendent bears at least the initial responsibility for conduct of the relationship on the management side. The larger the school district the more likely it is that the superintendent rather than the board has responsibility for the negotiating interaction, at least at the outset.

There is some evidence that as relationships mature, the board finds negotiating too time consuming and is glad to delegate the chore, while the superintendent finds that if he wishes to maintain a desired degree of control over the administration of his system, he had better assume responsibility for the negotiation relationship even though he may not actually conduct the face-to-face bargaining sessions.

It seems clear from the findings of our survey, and from other relevant data, that teacher organizations have been active in representing teachers, in some sense, in a large percentage of the nation's important school districts. However, the precise nature of these activities and the scope of subject matter which they may embrace is difficult to assess accurately from a distance. A crucial factor in a negotiating relationship as envisioned by both the AFT and the NEA is a commitment to mutual agreement as a prerequisite for action. The extent of the difference between such a commitment and the actual nature of teacher organization interaction with school managements in even "formal" relationships as defined in our survey questionnaire, may, in many instances, be significant.

COLLECTIVE "AGREEMENTS" IN EDUCATION

In education, there is no good simple definition of teacher negotiation "agreement." Those characteristics which serve to identify the union-management contract in private industry fail in the identification of the written documents classified by major teacher organizations as "agreements." Few of these "agreements" are jointly signed; most take the form of motions made, passed, and recorded in the board of education minutes, letters or certificates issued by the board, or statements of formal school district policy. Few have any substantive content regarding specific conditions of employment.

As part of our survey, we requested copies of all written documents or policy statements at the local level relating to teacher organization-school management relationships. The criterion we used for identification of negotiation "agreements" or, more accurately, documents relating to collective negotiations in education, was the existence of some basis in written policy for the recognition of one or

more organizations as representative of teachers on employment issues. A total of 419 of all of the documents we received met this standard. Only 36 of these or 8.5 per cent were jointly signed, the remainder being unilateral board policy. Only 17 contained detailed provisions regarding salaries, hours, or other conditions of employment. The majority of the 21 AFT "agreements" in our sample of 419 contained substantive coverage of terms and conditions of employment. The remaining "agreements" involving affiliated education associations are largely concerned with recognition solely, or with recognition, procedures for negotiation, and, possibly, impasse resolution. Since completion of our survey, additional agreements containing much substantive material have been negotiated in, for example, Rochester, N.Y. (NEA), Newark, N.J. (NEA), Yonkers, N.Y. (AFT), and Detroit, Michigan (AFT).

In "complete" agreements which have been bargained to date, salaries, grievance procedures, and sick leave are among the most widely dealt with subjects. Other subject matter which has been bargained includes sabbatical leaves, transfer and assignment policy, after school assignments, the school calendar, insurance, dismissal policy, organization of classes, length of the school day, and services and facilities.

Most of the more "professional" matters included in the definitions of the scope of bargainable subject matter contained in some agreements such as the structure of in-service programs, instruction and curriculum, and the health and safety of children have not yet become the subjects of written bilateral agreements on any scale. Curricular and methodological subject matter is just now beginning to receive attention in some of the most recent written agreements. For instance, the New Haven contract provides the right to teachers to "meet and consult" on textbook selection and for the purpose of developing recommendations to the Board "in the field of educational programs," and, teachers in the New York system may "meet and consult" every month with the superintendent on matters of educational policy and development which are beyond the scope of the subject matter dealt with in the agreement between the parties. Clearly, though, the NEA has not yet realized

on a broad scale its goals of negotiation over "all matters which affect the quality of the educational program," nor has the AFT achieved its end of negotiation over "anything that affects the working life of the teacher."

Boards and administrators about to begin negotiating with teacher groups are often quite concerned with what they can, should, or must bargain about. In some of the teacher negotiating situations we have studied, the administration at least, if not the teacher organization, seems confident that headway has been made in defining the areas which will remain managerial prerogatives not subject to bargaining, and those matters which, on the other hand, are fair game for mutual decision making at the negotiating table. However, understanding of the dynamics of any union-management relationship which demands an ever increasing scope for union action and concern, experience with the constant proliferation of the concept of "bargainable subject matter" under the law in our private sector industrial relations system, and recognition that teachers, because of the nature of their professional employment relationship in the school system, are concerned with and knowledgeable about a vast range of school problems and activities, do not make one confident that hard and fast rules as to what is negotiable and what is not are likely to be quickly forthcoming on the teacher bargaining scene.

CONFLICT IN BARGAINING IN EDUCATION

Collective bargaining as it is practiced in industry, and in at least some school systems we have studied, is essentially a power relationship and a process of power accommodation, with emphasis on compromise and concession making on matters over which there is conflict between the parties involved in the bargaining. There are questions being raised in the schools of educational administration, and within the profession generally, as to whether collective bargaining as we know it in the private sector is an appropriate or necessary system for ordering the relationships between teachers, administrators, and school boards in public education. And, the two major organizations vying for teacher allegiance in this country have somewhat different views regarding the applicability to the schools of adversary

procedures based on the assumptions of conflict of interest. The National Education Association, some of the time, and many of its state affiliates consistently, have manifested a deep-seated analytical philosophic ambivalence or uncertainty regarding the applicability to schools of the basic assumptions of conflict or power which form in essence the theoretical or practical underpinning of collective bargaining. Characterization of a single NEA position is difficult, if not impossible, because of the high degree of autonomy manifested by affiliated state education associations. It is nonetheless fair to say, I think, that many within the diverse NEA structure are not sure about the inevitable inherency, nature, and depth of conflict in schools and are somewhat uncomfortable using the idea of power and opposed interests to discuss the relationship of one segment of the educational fraternity vis-a-vis the other. Within the NEA family, very different positions have been taken by the affiliated associations, depending on ideology or principle, and competitive circumstances. The picture is anything but uniform.

The outlook of the AFT is more homogeneous and certainly easier to characterize. The AFT, I think, accepts the existence of significant conflict in most school systems, declares the need of teachers for power to wield in that conflict and sees collective bargaining on the industrial model as the appropriate means for gaining the power and handling the conflict.

In attempting to shed light on this issue, and it is a very real one, I believe (the school organization cannot be easily analogized to the average industrial firm or white collar office in the private sector), our project has begun with the assumption that the existence of conflict is an empirical question. Thus, we have made the essential focus of our fieldwork the identification of those areas in which boards and/or administrations and the leaders of teacher organizations have, with both good will and all relevant facts, had differences of opinion which were resolved, or on which resolution was attempted, in a negotiating relationship. The summary of issues I'm about to make is not intended to be exhaustive or all-inclusive, but is illustrative only of the most important problems which

seem to be emerging with frequency on the current teacher negotiating scene. I make no judgment nor imply any as to the pervasiveness in school systems generally in this country of conflict represented by these issues.

The basic policy decision in public education concerns the total financial support level for the individual school system and it is not at all difficult to find a number of examples of conflict between teachers as a group and the community at large over the support of education. This sort of conflict may or may not be reflected in a local negotiation relationship. One might expect, and we have often found, that the board of education and the school superintendent would, in many instances, be aligned with the teacher group in any conflict with the community over total support problems. However, even when there is an identity of interest on the question of total support levels, conflict can arise between the teacher group and the board over short run decisions concerning maximization of resources. For example, should a fiscally dependent school system submit a budget request which reflects all the true needs of that system or should its request reflect the realistic estimate of the financial resources available from the superior political unit? The essence of conflict in this instance centered on the location of fiscal restraints, that is, the teacher group maintained that the board should shift the burden of such restraint to city officials rather than exercising it themselves. Again, an issue which has arisen is whether a fiscally independent system should tax up to its legal limit in a specific year or should endeavor to maintain a margin of safety in establishing its tax rate.

Questions have also arisen as to the necessity for teacher groups to live with or abide by informal promises made by school boards (usually to facilitate passage of school tax referenda) to be satisfied with a given tax rate for some specified period. We found that in a number of systems teacher groups will display unwillingness to respect such long term commitments and show in general a much shorter time horizon in their judgments regarding expenditure levels than school boards or school superintendents. Just as in private industry, the question of whether a dollar spent today is worth more or less than a

dollar spent in the future may often be a matter of judgment on which people disagree, depending on differing values and despite agreement on the essential relevant facts.

One of the major tasks of the school board, is, of course, the allocation of its total resources among competing claims. It is this area which has proved to be a major source of conflict between teachers, school boards, and school superintendents in negotiating relationships. Given acceptance of "quality education" as the goal to be achieved in the allocation of available funds, it is still possible for the parties to reach different and conflicting judgments as to how the goal can best be achieved. For instance, in various negotiation relationships teachers' salaries have been suggested (in some cases successfully) as having prior claim on existing funds over other items in the budget such as additional textbooks, building maintenance, adult education, kindergartens, increased special education, and number of assistant principals.

Significant differences of opinion have arisen among boards, superintendents, and teacher organizations as to how total funds appropriated for staff compensation should be distributed. For instance, are the interests of quality education better served by more highly paid teachers or by more staff to reduce class size? Should salaries be increased at the bottom of the schedule to facilitate recruiting as opposed to increases at the top as a means of rewarding or retaining long service teachers? Only one step removed from these questions are problems which have arisen over the appropriate level of administrator-teacher salary differentials. Conflict has also arisen between teachers and school administrations as to the types of academic training which should be recognized for advancement on the salary schedule. The distribution of the total salary package has raised some significant strategy problems for boards, superintendents, and teacher organizations in negotiations. The superintendent and the board may have to undertake the "defense" of those outside the teacher group in the struggle for salary dollars. At the same time the teacher group itself must achieve consensus within the group as to the relative rewards due the various segments of it. An attempt to adjust differentials within a salary schedule has, of course, inherent potential for intraorganizational conflict.

Aside from financial issues, a review of developments in negotiation relationships in education reveals a number of conflict questions which involve the establishment of procedures and standards for certain crucial decisions or actions within the system. Among these issues have been the following: (1) What is an optimal or maximum class size? (2) To what extent should seniority be used as a criterion in decisions on assignment, promotions, transfers? (3) If teachers enjoy the right to transfer, what provisions should be made to enable the superintendent to achieve balance in the staffing of schools? (4) Should extra compensation ("battle pay") be given to induce teachers to stay in or transfer to difficult schools? (5) To what extent should teaching assignments (for instance, more, as opposed to fewer, difficult classes) and non-teaching assignments be strictly rotated as a matter of equity within the teacher group as opposed to being distributed in accordance with the principal's judgment, relative ability or contribution to the overall school program? (6) To what extent should the frequency and length of after school faculty meetings be limited on a system-wide basis? On issues such as these, teacher views on what is right and just have conflicted with the desires of the administration to exercise fully its responsibility to staff the schools, assign teachers and students, and in general administer the educational enterprise. In some cases on matters such as these, the bargaining relationship has substituted centralized decision making for decentralized decision making on the management side. School principals have lost significant discretion in some systems, and there is evidence from a number of systems that they not only resent this loss but are considering and actually undertaking organization as a means of securing a stronger voice in such centralized decision making, if not to check and reverse the trend itself.

To complete our brief review of conflict issues in negotiations in some systems, teachers have manifested a desire to gain authority over decisions involving teacher judgment vis-a-vis the judgment and responsibilities of those who are their immediate superiors. Ratings, discipline, and dismissals are the most obvious types of decisions which have been the subject of conflict. The use of teacher time represents yet another area in which conflict has arisen

between teachers and those who supervise them. For instance, what constitutes a legitimate use of the teacher's preparation period? Can a teacher be required to escort children to a public bus stop and supervise them until they are picked up after school has been dismissed? Can a teacher be required to escort children to lunch rooms if such escort duty infringes on her duty free lunch period, and so on. All of these issues, and many more of a similar nature have been raised seriously by teachers and supported by their organizations in negotiating relationships. One recognizes, of course, from experience in private industry, that while these problems may appear trivial to some they were not so in the minds of the teachers affected nor to the administrators whose judgments were challenged, and that, indeed, they are the stuff, in private industry, which the "rule of the law in the shop" was developed to handle.

LEGISLATION ON NEGOTIATIONS IN EDUCATION

Seven states now boast legislation relating to collective negotiations in the schools. In some jurisdictions, teacher bargaining is provided for in separate legislation; in others, teachers are included with other employees under legislation providing rights for municipal employees generally. The differing orientations of the AFT and NEA state affiliates mentioned earlier, the vagaries and uncertainties of the lobbying process, and the willingness to accept the fact that a little something well short of the desired is better than nothing at all has resulted in a great deal of diversity in these statutes.

Now, as you will have an address later on in this program dealing in detail with this new legislation, I will content myself at this point with some remarks on one aspect of the interesting Connecticut statute. Under the Connecticut law, administrators and teachers may vote separately in an election to determine whether they shall bargain as a single unit, or be represented separately, with either group having a veto over being joined with the other in a single bargaining unit. The unified approach has been adopted in a majority of the elections held to date. Several contracts have already been bargained in districts where the units include both teachers and administrators; the documents contain salary schedules for both groups.

In the years which lie immediately ahead, Connecticut will, as others have noted, provide something of a laboratory in which to test the claims of some NEA affiliates that inherent conflict between administrators and teachers in many school districts is minimal, problems which do exist can be solved intraorganizationally, and that collective negotiations and the profession generally will be strengthened by keeping administrators and teachers in the same unit.

Among many of those knowledgeable in private sector industrial relations, and within the union movement in education, it has become an almost automatic litmus paper test of one's devotion to the principle of "true" collective bargaining in education to subscribe to the idea of teacher-only units, free from all administrator influence or domination. The issue is, I think, though, somewhat complex. In Alberta, Canada, for instance, where some school boards feel they have their backs to the wall, administrators not only belong to the teacher organization but often provide the bulk of the bargaining table talent in negotiations. Traditional collective bargaining is, after all, in essence, an affirmation of and adaptation to the status quo; generally it leaves the entire control (managerial) structure of the organization wholly intact, operating only to moderately modify its behavior. If teacher organizations are truly interested in changing significantly the pattern of lay control of education in this country or in diminishing the power of administrators and placing the relationship of administrators to teachers on a truly collegial basis, one might expect that a prime tactic would be the early absorption of the administrative hierarchy into the more numerous and potentially powerful teacher group. There are indications that school board associations which are giving thoughtful consideration to the future would much prefer, if they must have collective bargaining at all, to have it modeled on the traditional pattern with their policy implementing administrative staff left wholly intact and out of the "rank and file" organization. A greater threat to the traditional role of the board is perceived to lie in the all-inclusive bargaining unit approach.

THE IMPASSE AND THE STRIKE

In collective negotiations in education, as in the rest of public employment, a key problem is that of the impasse and whether effective and meaningful collective bargaining can result in the absence of the incentives to settlement provided by the strike option.

Despite the persuasiveness of the "working mother" argument, I am not one who feels that it is an unmitigated disaster for children to miss an occasional day of school as a result of a teacher strike; nor do I feel that a strike by teachers in any given system must necessarily be in conflict with a proper concept of professional behavior and concern for the teaching craft. However, as a matter of long run public policy, the grant of the strike power in education or to public employees generally would seem to make little sense. Most governmental operations have been established by the public as monopolies almost by definition, which provide products and services for which there are seldom close, readily available substitutes. The still viable and powerful sanctions of the competitive market are not often operative to provide a measure of discipline to the behavior of the parties and to guarantee that the resulting deal will not be altogether at someone else's expense. It seems true that teacher strikes or the threat of same have been responsible for gain, but no one to my knowledge has done a cost-benefit analysis of these situations for the community as a whole, focusing on the totality of needed services or the impact on those who provide them. Clearly, it would seem that if the strike right is granted in public employment, large and strong organizations will benefit at the expense of the relatively small and unimportant organizations or at the expense of the unorganized and possibly the public at large. In any event, practically speaking, it would not seem that the public is about to grant power to strike against monopolies that it itself establishes to provide relatively essential services.

It may be argued that while budgetary and other basic decision-making which takes place in government should have reference to standards of reason and not power, it is still a fact of life that organized and articulate groups have more than their share of influence at the expense of the

unorganized and the inarticulate. True, but not necessarily right. The contribution which collective bargaining in education, and in public employment generally, can make will be to hasten the *rationalization* and *de-politicalization* of important aspects of the governmental decision-making process. Where there is conflict, impasse procedures which provide for fact-finding, mediation, and arbitration based on principle and exhaustively researched facts can have a significant and salutary impact on public employing agencies and governmental decision makers on the local or at the state level in all areas of operation.

As we refine the tools of impasse resolution, I think we will find the acceptance rate of recommendations to be high. The result will be a shift from judgment exercised unilaterally to decisions emerging from a process involving all groups concerned with occasional assistance from fact finders, mediators, or arbitrators. In the absence of frequent resort to the impasse resolving procedures, as public employers and employee organizations become more sophisticated in bargaining, one can expect that the principles and facts which would be employed to produce a result in the event of impasse will come to predominate in the considerations of the parties as they conduct their negotiations bilaterally. The *ultimate* result should be more reason and less power, unilateral or countervailing.

The initial power necessary to set the machine in motion will derive in ample quantity from the simple establishment of fully protected organizational and collective bargaining rights, the availability of publicity to focus on the malfunction of the process, and the potential for resort to impasse procedures. Substitution of impasse procedures for the strike will undoubtedly have some impact on the process of bargaining, but the costly, time-consuming, and possibly embarrassing nature of resort to the ultimate procedures will, hopefully, provide some deterrent to addiction.

Thus, it would seem that perhaps collective bargaining is going to play a different role and have a somewhat different impact in public employment than in the private sector. Like it or not, the fully "administered society" is likely to find its first full expression in the realm of government employee bargaining.

Another factor which will encourage the "rationalization" of bargaining in education: every aspect of the operation of the public enterprise, particularly in local school districts, is often, or should be, an open book. The wise school administration or board is in a unique position to insist that any power gained by teachers to engage in the decision making process with the advent of collective bargaining be immediately matched by assumption of corresponding responsibility. The sometimes traditional "we don't care where the money comes from—that's your problem; it's up to you to find it" of private sector bargaining, with the strike option lurking in the background, is simply not an appropriate stance to take in a fact-finding hearing in public employment. Teachers, as negotiating relationships mature in education, will be heavily and responsibly involved in the making and balancing of the budget and in decisions concerning the entire operation of the school system. Rationality, principle, and understanding in depth of all the problems of running a school district will be the weapons here, not the simple exercise of collective power.

There have been a number of impasses in public education to date, and Charles Perry of our staff has made a preliminary assessment of this phenomenon. Roughly 80% of the impasses which we were able to identify in collective negotiations in education have been on salary questions. There is some indication that school boards may lack incentives to resist teacher organization demands that the entire school budget be increased, and that they display some tendency to pass that problem on to a fact-finder or other impasse resolver if such an alternative is available. Incentives for board resistance, however, do appear to operate when it comes to the question of making allocations within a fixed school budget figure. The availability of impasse procedures has allowed the parties in some systems to finally terminate what can become in public employee bargaining, in the absence of willingness to strike, an interminable process.

MISCELLANEOUS ISSUES

I want to conclude now with brief observations on some miscellaneous, but not necessarily unimportant, current issues on the teacher bargaining scene.

The single issue of apparently greatest significance as between the NEA and AFT at present is the question of the affiliation of teachers with organized labor. The NEA's position is that teachers as a group should not be identified with any particular segment of American society or the social or political program thereof. The implied objection seems to be that, ultimately, such affiliation will have an impact on classroom objectivity. Whether affiliation with organized labor has the potential for biasing the classroom behavior of the teacher is a question on which our researches have divulged little, and is a problem which will always be difficult if not impossible to research adequately. In this connection, it has been charged that recent attempts by the AFT to induce school boards to boycott books published by the strikebound Kingsport Press in Tennessee is improper and represents the kind of illicit use of power which will result if teachers align themselves with the larger labor movement. Both the New York and Cleveland boards have voted a form of boycott on books printed by Kingsport. Serious legal, as well, perhaps, as ethical problems (depending on your point of view) are raised by their actions; the results are as yet inconclusive.

On the issue of the closed or union shop, there have been attempts in various localities in this country by administrators to encourage or insist on membership in the NEA or its affiliates and, occasionally, AFT locals have signed and attempted to enforce union shop clauses. Sporadic litigation has resulted over the past decade from these efforts but at this time—formally, at least—both organizations seem to be espousing the open shop. The only development of significance in this regard of which I am aware has transpired recently in New York where the Union has been given the responsibility for administering, for all teachers in the system, whether union members or not, a new welfare agreement which has been reached with the board of education. The granting by the New York board of this responsibility to the Union would seem to have some quasi-union security implications.

A sub-issue between the AFT and the NEA has been the question of whether or not state labor relations agencies with primary experience in private sector industrial rela-

tions should administer a statute relating to collective negotiations in education. In Wisconsin, the Wisconsin Employment Relations Board has been responsible for the administration of the law with fact finders being chosen ad hoc. I am not aware of any evidence to date which indicates widespread dissatisfaction within the educational profession of WERB's handling of school problems under the Act. In Michigan, the Labor Mediation Board has responsibility for administering the new statute. Experience to date has been that on unit determination questions and the conduct of elections, their staff with private sector experience has encountered no difficulties and evidently managed to satisfy the parties adequately. In Michigan, though, a cadre is receiving special training to develop expertise in the handling of mediation problems in school systems. In Connecticut, the parties to the election (in the absence of any guidance from the statute) have frequently designated the American Arbitration Association to conduct elections on an ad hoc basis from district to district. The statute does provide, though, that the mediation function in Connecticut be exercised by the Secretary of the State Board of Education. All of these different approaches seem to be "working" in some sense, and only experience will tell which are the most viable. The probability is, in my judgment, that all differing approaches will continue to be relatively satisfactory, and that the issue will not be of great ultimate significance.

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[1] For a full report of the findings of this survey, see Charles R. Perry and Wesley A. Wildman, "A Survey of Collective Activity Among Public School Teachers," *Educational Administration Quarterly* (University Council for Educational Administration, Ohio State University), II, No. 2, (Spring, 1966).